

PATRICK E. STOCKALPER, SBN 156954  
MOLSHREE GUPTA, SBN 275101  
KJAR, MCKENNA & STOCKALPER, LLP  
841 Apollo Street, Suite 100  
El Segundo, California 90245  
Telephone (424) 217-3026  
Facsimile (424) 367-0400  
pstockalper@kmslegal.com  
mgupta@kmslegal.com

Attorneys for Defendants,  
**COUNTY OF LOS ANGELES and SERGEANT TRAVIS KELLY**  
*(Defendants is exempt from filing fees pursuant to Government Code § 6103)*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JOSHUA ASSIFF,

Plaintiffs,

v.

COUNTY OF LOS ANGELES;  
SHERIFF DEPUTY BADGE  
NUMBER 404532; And DOES 1  
through 10,

Defendants.

**Case No.: 2:22-cv-05367 RGK(MAAX)**

**AMENDED DECLARATION OF  
LIEUTENANT JENNIFER ROTH IN  
SUPPORT OF DEFENDANTS'  
OPPOSITION TO PLAINTIFF'S  
MOTION TO ENFORCE SETTLEMENT**

Action Filed: August 3, 2022  
Pretrial Conference: July 10, 2023  
Trial Date: July 25, 2023

Assigned to:  
Hon. R. Gary Klausner, District Judge  
Courtroom 850

All Discovery Matters Referred to:  
Hon. Maria A. Audero, District Judge

**DECLARATION OF LIEUTENANT JENNIFER M. ROTH**

I, Lieutenant Jennifer M. Roth, declare as follow:

1. I am a County of Los Angeles employee and am a Lieutenant with the Los Angeles County Sheriff's Department ("LASD" or "Department").

1           2.     This declaration is made in support of Defendant's Opposition to Plaintiff's  
2 Motion to Enforce Settlement.

3           3.     I am currently assigned as one of the three Lieutenants over LASD's Risk  
4 Management Bureau and oversee the Corrective Action Plan Unit. In that capacity, I  
5 have personal knowledge of, and am familiar with, the status of the settlement in the  
6 above-captioned action.

7           4.     The settlement in this case was contingent upon the County of Los Angeles  
8 approval process. The Settlement Agreement in this case was signed by all parties on  
9 August 14, 2023.

10          5.     The Los Angeles County Board of Supervisors has established protocols in  
11 lawsuits. Where the liability of the settlement or judgment exceeds \$100,000, a  
12 Corrective Action Plan (CAP) (a confidential document) and a Summary Corrective  
13 Action Plan (SCAP) (a public record) must be produced.

14          6.     As such, after the Settlement Agreement was fully executed on August 14,  
15 2023, the settlement moved on to the Corrective Action Plan phase. The Corrective  
16 Action Plan process involves several steps in its preparation, including investigation,  
17 drafting, and revisions, followed by approval by multiple levels of LASD personnel.

18          7.     ***In March 2023, the LASD Risk Management Bureau, which was***  
19 ***previously under the Professional Standards Division, was moved to the Office of***  
20 ***Constitutional Policing. At that time, a new format and structure of Corrective Action***  
21 ***Plans was implemented within the Department. With said change, the format and***  
22 ***structure of Corrective Action Plans required all earlier pending plans to be revised.***

23          8.     The draft due for the Corrective Action Plan was ***September 5, 2023***;  
24 however, due to the aforementioned structural changes, staffing challenges, and a  
25 backlog of fifteen (15) pending CAP/SCAPs and three (3) court orders, the final due date  
26 for the CAP/SCAP in this case was further delayed from the original date of ***November***  
27 ***28, 2023.***  
28

1           9.     Upon completion of the Corrective Action Plan for this matter, it was  
2 reviewed by both the LASD Risk Management Bureau and the CEO of Risk  
3 Management for Los Angeles County. Upon the concurrence of the CEO of Risk  
4 Management for Los Angeles County, the document was thereafter sent to the respective  
5 unit's Operations (Lieutenant and Captain) for their review and signature. The  
6 documents were then sent to the Commander of the Office of Constitutional Policing for  
7 review and signature. Next, the plan was sent to the Assistant Sheriff of Countywide  
8 Services Division for approval and signature. That entire process is complete.

9           10.    After the final signature process for LASD was complete, the Plan was  
10 provided to the CEO of Risk Management for Los Angeles County for final review and  
11 signatures.

12           11.    The matter was then placed on the Contract Cities Claims Board Agenda for  
13 October 2, 2024. Upon approval by the Contract Cities Claims Board, the matter has  
14 been placed on the Public Safety Cluster Review Agenda for November 13, 2024. After  
15 the Cluster Agenda has been advised of the settlement, the matter will go before the  
16 County Board of Supervisors for approval, which is typically within 30 days.

17           12.    After the County Board of Supervisors' approval, the settlement documents  
18 and Plaintiffs payment instructions will be submitted to the Los Angeles County  
19 Auditor-Controller, and then the settlement payment will be issued.

20           I declare under penalty of perjury under the laws of the State California that the  
21 foregoing is true and correct.

22           Executed on October 30, 2024, at Los Angeles, California.

23  
24  
25                               /s/ Lieutenant Jennifer M. Roth  
26                               Lieutenant Jennifer M. Roth  
27  
28

**CERTIFICATE OF SERVICE**

I am employed in the County of Los Angeles, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 841 Apollo Street, Suite 100, El Segundo, California 90245.

On October 30, 2024, I served the foregoing document described as **AMENDED DECLARATION OF LIEUTENANT JENNIFER ROTH IN SUPPORT OF DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO ENFORCE SETTLEMENT** on all interested parties in this action by placing a true copy thereof in a sealed envelope addressed as follows:

**SEE ATTACHED SERVICE LIST**


**By Mail** I caused such envelope(s) to be deposited in the mail at El Segundo, California. The envelope was mailed with postage thereon fully prepaid and addressed to the parties listed on the Service List. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

**XX By Email** Based upon a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed in the Service List. My email address is [mnixon@kmslegal.com](mailto:mnixon@kmslegal.com).

**By Personal Service** I caused such document to be Personally Served on the parties listed in the Service List.

**XX State** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 30, 2024, at El Segundo, California.

  
\_\_\_\_\_  
Maria Nixon

**SERVICE LIST**

**Assiff, Joshua vs. County of Los Angeles, et al.**

Central District- Case No.: 2:22-cv-05367 RGK(MAAX)

Thomas M. Ferlauto, Esq. Law Office of Thomas M. Ferlauto, APC 25201 Paseo de Alicia, Ste. 270 Laguna Hills, CA 92653 EM: <a href="mailto:tmf@lawofficetmf.com">tmf@lawofficetmf.com</a>	Attorney for Plaintiff, <b>JOSHUA ASSIFF</b>
--	---